

Remarks

Claims 1-7 are currently pending in the present Application. Claim 3 is amended to correct a minor informality. The claims are not amended otherwise and the Remarks below simply put the application in condition for allowance. Therefore, a new search is not required and the Applicants respectfully submit that this Response should be entered. *See* MPEP 714.13.

The Applicants acknowledge the rejection of Claims 1-7 under 35 U.S.C. § 112, first paragraph as failing to comply with the written description requirement. In particular, the Action provides that the “data account” recited in Claims 1-7 is not supported by the Specification. (The Action also provides that “executing” is not sufficiently described but then later states that executing is supported.) Applicants respectfully request reconsideration and withdrawal of this rejection in light of the following.

The subject matter of a claim does not need to be described literally. In other words, the specific claim terms do not need to be used in the Specification for the claim’s subject matter to be adequately supported and for the disclosure to satisfy the description requirement. MPEP 2163.02. The written description adequately supports the claims if the written description “reasonably conveys to the artisan that the inventor had possession at that time of the later claimed subject matter.” *Ralston Purina Co. v. Far-Mar-Co., Inc.*, 772 F.2d 1570, 1575 (Fed. Cir. 1985) (quoting *In re Kaslow*, 707 F.2d 1366, 1375 (Fed. Cir. 1983)).

The Specification, as originally filed, discloses a Stored Value Lock Box (SVLB). *See e.g.*, paragraph [0012]. The Applicants respectfully submit that from the written description, one skilled in the art would readily understand that the SVLB is a “data account.” As described in more detail below, the Specification describes the SVLB as providing only data as a link or acting as a “gate keeper” between a merchant and the consumer’s credit card account. *See e.g.*,

paragraph [0013] (“the provider [of the SVLB] verifies the SVLB for the credit amount and then authorizes and approves the transaction [between the merchant and customer]. The system then contacts the credit card issuing bank, directs funds to the appropriate SVLB and transfers the funds . . . to the merchant.”) One of skill in the art would easily be able to differentiate this type of an account, which stores only data, from a “funded” financial account, such as that described in Cheong, which stores funds and from which payment for merchandise is made directly.

In particular, the Specification describes that the SVLB stores only data for providing *the vehicle for payment from the consumer’s credit card to the merchant* and for acting as a “gate keeper” between the two. See paragraph [0013], *supra*. As described, the SVLB may store data, such as, a customer’s name, address, credit card number and a limit of an amount of money that may be charged to the consumer’s credit card from a purchase. See *e.g.*, paragraph [0015], [0018], and [0046] - (“[o]ther than electronic authorization from the consumer, *data* can be entered [to the SVLB] by the system operations personnel . . .”).

In operation, a consumer selects an item for purchase on-line. See paragraph [0016]. At “check out,” she enters her SVLB “account number” instead of her credit card number. *Id.* (“[w]hen the purchase selection is made, the consumer preferably enters the SVLB number in place of the credit card number”). Once the correct SVLB account number is entered, the merchant contacts the SVLB account provider. See *id.* (“the merchant . . . then electronically routes the SVLB and access code supplied by the consumer along with the purchase amount”). The account provider reviews the *data* stored in the SVLB to determine, for example, whether the amount of the merchant’s item is within the stored maximum purchase value, whether the consumer’s credit card is still valid, whether the name and address match, etc. See paragraph [0016] (“the SVLB number is then verified for the authorized credit amount and authenticity of

the access code”); If the *data stored* in the SVLB is in line with the purchase, the SVLB provider contacts the customer’s credit card bank with information to *authorize the merchant to charge the consumer’s credit card*. See paragraph [0016] (“the provider then . . . routes the dollar amount of the transaction to the consumer’s credit card issuer, and has the amount wired to the provider. The provider then transfers the ‘funds’ . . . to the merchant.”) In particular, paragraph [0047] provides:

“The application software [of the SVLB] . . . commands the server to *transfer the transaction information to the credit card bank* via the RPN and through the secured gateway. Following receipt of the credit card bank’s transfer of funds, the application software again performs discount fee calculations, and commands the server to transfer the remainder of the funds to the merchant server.”

Upon completion of the transaction, the credit card bank then bills the consumer directly for the transaction as part of the consumer’s normal billing cycle. See e.g., paragraph [0013] (“the credit card bank . . . then bills the consumer in the normal manner on their respective credit card accounts”). It is important to note that funds are never transferred or linked to the SVLB account. There is no charge to the SVLB account and payment is not provided from the SVLB account. Instead, as described above, only data and other account information useful in facilitating transactions is stored in the SVLB account. Funds are stored with the consumer’s credit card bank until a purchase is executed. Then, funds are provided directly from the consumer’s credit card bank.

In addition, throughout the Specification, terms such as “fill,” “replenish,” “hold” and “funds” are in quotes, denoting that they are not being used in their traditional sense. Indeed, one skilled in the art would understand that the SVLB is not literally being filled or replenished with funds, but is instead being updated with data relating to a customer’s actual financial account.

Finally, the Specification provides that “The SafetyCash System is not in competition with any current financial service product, but rather [is] an alternative vehicle for loan or credit generation.” See paragraph [0021]. In other words, the Safety Cash System does not provide a funded account. As a result, one of skill in the art would understand that the SVLB does not hold funds, any sort of currency, money, credit, etc. and payment cannot be effectuated directly from the SVLB. Further, based on the data stored in the SVLB and its function as an intermediary between a funded source and a merchant, one of skill in the art would understand that the SVLB is a data account.

The Applicants acknowledge the rejection of Claims 1, 2, and 4-6 under 35 U.S.C. §103 as being unpatentable over US 7,006,993 to Cheong et al. (“Cheong”) in view of US 2005/0192896 (“Hutchinson”). The Applicants also acknowledge the rejection of Claims 3 and 7 as unpatentable over Cheong in view of Hutchinson, further in view of US 2005/0035193 (“Gustin”). Reconsideration and withdrawal of the obviousness rejections is respectfully requested in light of the following.

Even assuming *arguendo* that one skilled in the art would combine Cheong with any of the aforementioned other references, the combination does not disclose every element of independent Claim 1. In particular, Applicants respectfully submit that none of the references, and in particular Cheong, disclose a data account.

As discussed above, the SVLB is strictly a data account that holds customer data and related information. The SVLB does not store any kind of funds, is not linked to any financial institution, and payment for merchandise may not be provided directly by the SVLB. Conversely, Cheong discloses a funded financial account that may be used to pay for purchased items directly, similar to a typical credit card account. In particular, in Cheong’s system, a

consumer funds a surrogate system credit card (the so-called funded account). *See* Abstract (“the account can be funded using numerous fund sources” and “[t]he [surrogate system] credit card, once loaded with funds from the user’s corresponding funded account, is used to complete the purchase transaction.”) After the consumer executes a transaction, upon “check out,” merchandise is directly paid for *by funds previously deposited in the surrogate system credit card account*. *See* col. 17, lns. 50-54 (“Funds are loaded from the user’s account to the surrogate system credit card. The purchase transaction is executed using the surrogate system credit card.”) Thus, in Cheong’s system, the consumer may engage in e-commerce purchase transactions only *after* the consumer’s account is funded with actual funds. As the consumer makes such purchases, the consumer’s actual available funds are reduced accordingly. Once the funds are depleted, the consumer must replenish the surrogate account with actual funds before executing any further transactions.

The data account of Claim 1, in sharp contrast, stores only data for facilitating purchases made from the consumer’s actual credit card. Data stored in this data account is used for authentication, and to request from the consumer’s credit card account that payment be made to a merchant. No funds are ever stored or withdrawn from the data account of Claim 1. Therefore, since Cheong fails to disclose a data account, and instead requires a fully funded, financial account, the Applicants respectfully submit that Claims 1-7 are fully patentable over Cheong.

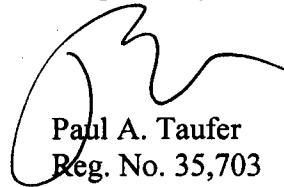
The Applicants also respectfully submit that none of the other cited references disclose a data account. Hutchinson, for example, discloses that consumers consummate purchases using a virtual payment card, which operates similarly to Cheong’s surrogate system credit card. *See* Abstract. In other words, Hutchinson’s account is a funded financial account similar to

Cheong's. Gustin discloses an automated document cashing system that does not provide a data account or other intermediary account between a merchant and consumer.

Based on the foregoing, the Applicants respectfully submit that any combination of the aforementioned references fails to disclose each and every element of Claim 1. Therefore, Claim 1, and Claims 2-7 which recite similar features, are all fully patentable over any combination of Cheong, Hutchinson, and Gustin.

In view of the foregoing, Applicants respectfully submit that the entire application is now in condition for allowance, which notice is earnestly solicited.

Respectfully submitted,



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